HUSBAND AND WIFE — CONTRACTS BETWEEN HUSBAND AND WIFE — EFFECT OF ADULTERY OF WIFE UPON HER RIGHTS UNDER SEPARATION AGREEMENT. — By the terms of a separation agreement the defendant promised to pay to the plaintiff a certain sum monthly for her support. There was no express condition that she remain chaste. The plaintiff thereafter was guilty of adultery, and later sued for an installment under the agreement. *Held*, that the plaintiff cannot recover. *Roth* v. *Roth*, 138 N. Y. Supp. 573 (Ct. Gen. Sess., Oneida County).

A wife loses her common-law right to support when she is guilty of adultery. *Gill* v. *Read*, 5 R. I. 343; *Hunter* v. *Boucher*, 3 Pick. (Mass.) 289. Therefore while failure to support a wife would ordinarily be criminal, the wife's adultery will afford a defense. *State* v. *Schweitzer*, 57 Conn. 532, 18 Atl. 787; *People* v. *Brady*, 34 N. Y. Supp. 1118. The guilty wife cannot maintain a suit for separation and an allowance. *Doe* v. *Roe*, 23 Hun (N. Y.) 19; *Hawkins* v. *Hawkins*, 193 N. Y. 409. And where a separate allowance has been decreed subsequent guilt will prevent her from enforcing the obligation. *Severn* v. *Severn*, 14 Grant Ch. (U. C.) 150. Since the wife's right to support is based on the marriage relation, it would seem to be a sound public policy to refuse to enforce it when she has been guilty of such a serious offense against the relation. But where the right to support depends entirely on a contractual obligation, and adultery is not expressly made a condition of forfeiture in the separation agreement, to imply such a condition would not necessarily carry out the intention of the parties. *Charlesworth* v. *Holt*, L. R. 9 Exch. 38. Nor would public policy seem to demand a forfeiture of the wife's contractual rights. *Fearon* v. *Earl of Aylesford*, 14 Q. B. D. 792. The authorities seem to be uniformly opposed to the holding of the principal case. *Dixon* v. *Dixon*, 23 N. J. Eq. 316; *Sweet* v. *Sweet*, [1895] 1 Q. B. 12. And the wife has not been deprived of her contract rights even when there has been a subsequent divorce because of her adultery. *Charlesworth* v. *Holt*, *supra*.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — COMPENSATION OF DETECTIVE BUREAU TO DEPEND UPON SUCCESS. — The plaintiff agency was employed to detect larcenies in the defendant's factory. A regular monthly sum was to be paid for their services with an additional compensation if the thieves were discovered and brought before the defendants with the goods in their possession. The plaintiff sued for services under the contract. *Held*, that the plaintiff cannot recover. *Manufacturers' & Merchants' Inspection Bureau* v. *Everwear Hosiery Co.*, 138 N. W. 624 (Wis.).

The contract is held void as tending to perjury. Analogous cases of contracts to procure evidence have sometimes been declared illegal, when compensation depended on the satisfactory nature of the testimony produced, or the successful determination of the suit. *Stanley* v. *Jones*, 7 Bing. 369; *Gillett* v. *Board of Supervisors of Logan County*, 67 Ill. 256. More closely analogous, however, are reward contracts. These are not illegal even where the reward is for arrest and conviction. See *Furman* v. *Parke*, 21 N. J. L. 310, 313; *Loring* v. *City of Boston*, 48 Mass. 409, 411. Public officers as well as private individuals if not already under duty to accomplish the result desired may recover rewards. *Morrell* v. *Quarles*, 35 Ala. 544; *England* v. *Davidson*, 3 P. & D. 594. So may one who employs detectives. *Wilmoth* v. *Hensel*, 151 Pa. St. 200, 25 Atl. 86. It is true that the present contract is a secret one. Hence its performance will not be subject to public scrutiny, and it does not tend, by arousing the public, to deter criminals from future offenses. But this seems of little weight, nor does the inducement to commit perjury appear to be greater in a promise to pay for the detection of any crime that may be committed against the promisor than in a reward offered for the detection of a particular crime already com-

mitted. It would seem that the policy of discouraging crimes should counteract a tendency to perjury, unless the inducement offered is out of proportion to the legitimate labor required.

INTERSTATE COMMERCE — CONTROL BY STATES — RESERVATION BY STATE OF RIGHT TO FIX INTERSTATE RATES AS CONDITION OF INCORPORATION OR LEASE. — A state-owned interstate railroad was leased by a statute incorporating the lessee and providing that all rates charged should conform to the schedules fixed by a state commission. The lessee filed rates within the maximum fixed by the Interstate Commerce Commission but higher than the maximum of the state commission, though this maximum was reasonable. *Held*, that the state cannot compel the lessee to reduce the rates. *State* v. *Western & Atlantic R. Co.*, 76 S. E. 577 (Ga.). See NOTES, p. 539.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE — EFFECT OF INTENT OF PERSON TO WHOM GOODS ARE SHIPPED. — The Sabine Company shipped lumber by rail from Ruliff, Texas, to Sabine, Texas, and indorsed over the bills of lading to one who had contracted to purchase. The purchaser had the lumber switched to the docks at Sabine, where it remained for thirty days until the arrival of a ship, chartered by the purchaser, on which it was loaded and carried abroad. At the time of the shipment by the Sabine Company the purchaser intended the lumber to go abroad but had not decided upon the particular destination. The Sabine Company did not know that the lumber was to go beyond Sabine. *Held*, that the shipment from Ruliff to Sabine is part of a foreign shipment and is not subject to state rate regulations. *Texas & New Orleans R. Co.* v. *Sabine Tram Co.*, 33 Sup. Ct. 229.

A landmark in the development of the law as to the carriage of goods having an ultimate destination beyond a state was the decision that a steamer operating on the navigable waters of the United States but wholly within a state, could be regulated by Congress if it carried goods to be transshipped beyond the state. *The Daniel Ball*, 10 Wall. (U. S.) 557. On the same principle the business of an intrastate railroad handling such goods is held not liable to state taxation. *Norfolk & Western R. Co.* v. *Pennsylvania*, 136 U. S. 114, 10 Sup. Ct. 958. Further it has been decided that when goods are shipped under a bill of lading for an intrastate trip the regulation of the carriage is for Congress and not the state if the shipper intended to transship abroad, though he had not decided on a particular destination. *Southern Pacific Terminal Co.* v. *Interstate Commerce Commission*, 219 U. S. 498, 31 Sup. Ct. 279; *Railroad Commission of Ohio* v. *Worthington*, 225 U. S. 101, 32 Sup. Ct. 653. But *cf. General Oil Co.* v. *Crain*, 209 U. S. 211, 28 Sup. Ct. 475. In holding that the character of a shipment may be determined by the intent of the purchaser, the court takes a step in advance, and one not in accord with the view expressed in a slightly earlier case. *Gulf, Colorado & Santa Fé Ry. Co.* v. *Texas*, 204 U. S. 403, 27 Sup. Ct. 360. That case, however, is possibly distinguishable on its facts, as the transshipment was made not by the original purchaser but by a person who purchased the goods from him.

INTOXICATING LIQUORS — WILSON ACT — APPLICABILITY TO FOREIGN COMMERCE. — A judgment was obtained against the plaintiff in a state court of last resort for the amount of a license tax imposed on all liquor dealers as a police regulation by the state legislature under the authority of the Wilson Act. The plaintiff, who dealt only in foreign liquors, appealed on the ground that the Wilson Act applied only to interstate commerce, and that the tax was therefore imposed in violation of the provisions of the federal Constitution forbidding states to lay imposts, and giving to Congress the power to regulate